

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	No.
v.)	
)	Judge
DAVID LUYANDO, JR.,)	
)	
Defendant.)	

COMPLAINT

The United States of America, by John R. Lausch, Jr., United States Attorney for the Northern District of Illinois, brings this action against the defendant, David Luyando, Jr., and for its cause of action states:

1. This court has jurisdiction over this matter pursuant to 28 U.S.C. § 1345.
2. Luyando resides within the jurisdiction of this court.
3. Luyando executed a promissory note under the provisions of Title IV of the Higher Education Act of 1965, as amended, 20 U.S.C. §§ 1071-1087ii, as more fully set forth in the certificate of indebtedness attached as Exhibit A. A copy of the note is attached as Exhibit B.
4. Although demand has been made for payment, there remains due and owing the principal sum of \$95,984.08, plus interest of \$71,044.11 as of November 1, 2017, with interest continuing to accrue on the principal at the rate of \$8.62 per day.

WHEREFORE, the United States demands judgment against Luyando as follows:

- a. in the amount of \$167,028.19, which represents principal and interest due through November 1, 2017;
- b. interest to continue to accrue at the rate of \$8.62 per day from November 1, 2017, until the date the court enters judgment;

c. costs of suit, including but not limited to, a filing fee of \$400.00, as authorized by 28 U.S.C. §§ 2412(a)(2) and 1914(a), and

d. for such other proper relief as this court may deem just.

Respectfully submitted,

JOHN R. LAUSCH, Jr.
United States Attorney

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EXHIBIT A

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

DAVID LUYANDO, JR
13939 JOHN HUMPHRY DR APT 22
ORLAND PARK, IL 60462
Account No. XXXXX6097

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest as of 11/01/17.

On or about 10/08/98, the BORROWER executed a promissory note to secure a Direct Consolidation loan from the U.S. Department of Education. This loan was disbursed for \$96,039.31 on 01/11/99 at a variable rate of interest to be established annually. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the BORROWER defaulted on the obligation on 01/09/00. Pursuant to 34 C.F.R. § 685.202(b), a total of \$0.00 in unpaid interest was capitalized and added to the principal balance.

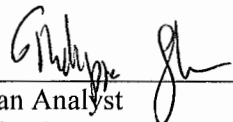
The Department has credited a total of \$5,284.98 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal:	\$95,984.08
Interest:	\$71,044.11
Total debt as of 11/01/17:	\$167,028.19

Interest accrues on the principal shown here at the current rate of 3.28 % and a daily rate of \$8.62 through June 30, 2018, and thereafter at such rate as the Department establishes pursuant to Section 455(b) of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087e.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 12/21/17



Loan Analyst
Litigation Support Unit

Philippe Guillon
Loan Analyst

EXHIBIT B

**Direct
Loans**

William D. Ford Federal Direct Loan Program

**Federal Direct Consolidation Loan
Promissory Note**

1535371

RPN112

OMB No. 1840-0693
Form Approved
Exp. Date 1/31/99**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.**Section A: Borrower Information (Completed by U.S. Department of Education)**DAVID LUYANDO JR.
15437 S COTTAGE GROVE
101
DALTON, IL 60419If any of the preprinted personal information is incorrect, check here ☐, put a line through any incorrect information, enter it correctly below, and initial the correction.

Borrower's SSN

Spouse's SSN (if applicable)

Borrower's Name **DAVID LUYANDO JR.**

Spouse's Name (if applicable)

Permanent Street Address **15437 S COTTAGE GROVE 101**City, State, Zip Code **DALTON, IL 60419**Home Area Code / Telephone Number **(708) 201-0112****Section B: Loans Consolidated**

Loan Identification Number

Loan Type

Amount

Direct Subsidized Consolidation Loan

Direct Unsubsidized Consolidation Loan

\$106,826.81

Direct PLUS Consolidation Loan

Total

Direct Consolidation Loan

\$106,826.81

Section C: Promissory Note (Continued on reverse side)

To be completed and signed by borrower and spouse, if applicable.

Promise to Pay:

I promise to pay to the U.S. Department of Education (ED) all sums (hereafter "loan" or "loans") disbursed under the terms of this Promissory Note to discharge my prior loan obligations, plus interest, and other fees that may become due as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that ED will on my behalf send funds to the holder(s) of the loan(s) in order to pay off this loan(s). I further understand that the amount of this loan equals the sum of the amount(s) that the holder(s) of the loan(s) verified as the payoff balance(s) on that loan(s) selected for consolidation. My signature on this Promissory Note will serve as my authorization to pay off the balance(s) of the loan(s) selected for consolidation as provided by the holder(s) of such loan(s).

I understand that the total amount of this loan may exceed the amounts listed above under Loans Consolidated if I do not continue to make monthly payments to my current loan holder(s) until the time I am notified that my Federal Direct Consolidation Loan has been made or because of collection costs or additional interest that may accrue after the date this Promissory Note was prepared. I understand that I am obligated to repay these additional amounts under the terms of this Promissory Note.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, including the text on the reverse side, even if I am advised not to read the Promissory Note. I am entitled to an exact copy of this Promissory Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand, and agree, to the terms and conditions of this Promissory Note, including the Borrower Certification and Authorization printed on the reverse side and the accompanying Borrower's Rights and Responsibilities.

If consolidating jointly with my spouse, we agree to the same terms and conditions contained in the Borrower Certification and Authorization. In addition, we confirm that we are legally married to each other and understand and agree that we are and will continue to be held jointly and severally liable for the entire amount of the debt represented by the Federal Direct Consolidation Loan without regard to the amounts of our individual loan obligations that are consolidated and without regard to any change that may occur in our marital status. We understand that this means that one of us may be required to pay the entire amount due if the other is unable or refuses to pay. We understand that the Federal Direct Consolidation Loan we are applying for will be cancelled only if both of us qualify for cancellation. We further understand that we may postpone repayment of the loan only if we provide ED with a written request that confirms Federal Direct Consolidation Loan Program deferment or forbearance eligibility for both of us.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

Signature of Borrower

David Luyando Jr. D.C.

Date

1/4/99

Signature of Spouse (if consolidating jointly)

Date

RECEIVED JAN 07 1999